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111 West Monroe Street
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San Francisco, CA 94105
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1117222 - R8 SDMS

February 26, 2008

Division of Environmental Response and Remediation
Utah Department of Environmental Quality
Attn: Sandra Allen
168 North 1950 West
P.O. Box 144840
Salt Lake City, UT 84114-4840

Re: Vermiculite Intermountain Site

Gentlemen:

Enclosed please find a copy of the fully executed Environmental Covenant relating to the property located at approximately 147 South 400 West in Salt Lake City, Salt Lake County, Utah, as recorded in the office of the Salt Lake County Recorder.

If you have questions regarding this document, please feel free to contact me.

Very truly yours,

CHAPMAN AND CUTLER LLP


Bret F. Randall

BFR:pw

Enclosures

FILE COPY

To be recorded with County
Recorder – Utah Code Ann § 57-25-108

After recording, return to:

Rocky Mountain Power
Attn: Real Estate Services
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

With copy to:

Rocky Mountain Power
Attn: Legal Department
201 South Main Street, Suite 2300
Salt Lake City, UT 84111

10343533
02/08/2008 02:18 PM \$41.00
Book - 9568 Pg - 420-434
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CHAPMAN & CUTLER
201 S MAIN ST STE 20
SLC UT 84111
BY: ZJM, DEPUTY - WI 15 P.

and

Division Director
Division of Environmental Response and Remediation
Utah Department of Environmental Quality
168 North 1950 West
P. O. Box 144840
Salt Lake City, UT 84114-4840

and

Regional Institutional Control Coordinator, EPR-SR
U.S. Environmental Protection Agency
1595 Wynkoop Street
Denver, CO 80202

Parcel Nos. 15-01-129002
15-01-129007
15-01-129008
15-01-129023

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by PacifiCorp, an Oregon corporation doing business as Rocky Mountain Power, successor in interest by merger to Utah Power and Light Company (referred to herein as either "Rocky Mountain Power"

2.8.08

or "Owner"), the United States Environmental Protection Agency ("EPA") and the Utah Department of Environmental Quality ("DEQ") pursuant to Utah Code Ann. §§ 57-25-101 et seq. for the purpose of subjecting the Property described in paragraph 2 below to the activity and use limitations set forth herein.

The Property includes the location of the former Vermiculite Intermountain plant (the "Site"). The Vermiculite Intermountain plant operations included the exfoliation of vermiculite concentrate from the Libby Vermiculite Mine, located in Libby, Montana. The vermiculite concentrate contained amphibole asbestos. EPA has determined that the exfoliation process and handling of the vermiculite concentrate resulted in the release of elevated levels of amphibole asbestos into soils and air on the Property. This resulted in both exterior surface contamination and contamination inside specific buildings. Additional information is available in the Site files at DEQ and in the administrative record on file with EPA in Denver, Colorado.

In 2004-2005, PacifiCorp successfully undertook and performed an environmental response action, as defined in Utah Code Ann. § 57-25-102(5), at this or an adjacent property pursuant to a certain Administrative Order on Consent for Removal Action between EPA and PacifiCorp dated July, 2004. This resulted in the removal of all known surface contamination from the properties known to have amphibole asbestos contamination. However, because some potentially contaminated subsurface soils, which exist at various depths as depicted on the accompanying plat map (Exhibit A), were left in place, DEQ, in conjunction with the EPA, has determined that the following Institutional Controls are necessary with respect to the Property.

NOW, THEREFORE, Owner, EPA, and DEQ agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to Utah Code Ann. §§ 57-25-101 et seq.
2. Property. This Environmental Covenant concerns property located at approximately 147 South 400 West in Salt Lake City, Salt Lake County, Utah, comprising parcel numbers 15-01-129002, 15-01-129007, 15-01-129008, and 15-01-129023, more particularly described in Exhibit B attached hereto and hereby incorporated by reference herein ("Property").
3. Owner. Rocky Mountain Power is the owner of the Property. Consistent with numbered paragraph 6 herein, the obligations of the Owner are imposed on assigns and successors in interest, including any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees ("Transferee").
4. Holder. Owner, whose address is listed above is the "Holder" of this Environmental Covenant, as defined in Utah Code Ann. § 57-25-102(6).

5. Activity and Use Limitations. As part of the removal action described in the administrative record, Owner hereby imposes and agrees to comply with the following activity and use limitations:

Owner shall prevent the release of amphibole asbestos from underneath soil caps and impermeable surfaces at the site. The Property is currently covered with a mixture of asphalt paved surface, cement surfaces and soil covers that is preventing emissions of amphibole asbestos from the Property. In areas where cleanup work has already been performed, there are both vertical and horizontal orange plastic barriers below the soil cap indicating potential areas of contamination. In other areas, there are no such warning devices. These covers, surfaces (the "cap") and warning devices must be maintained in good condition. If the cap or warning devices deteriorate in such a manner that amphibole asbestos might be released, then Owner must repair the warning devices and the cap.

If the cap must be disturbed for any reason, Owner must protect workers, protect nearby receptors, and protect the removal action remedy by not introducing amphibole asbestos contamination into clean areas. The Owner must comply with the following:

- a. Notification and Written Workplan - The Owner must notify DEQ and EPA in advance regarding any project which will disturb the cap. The Owner must submit a written workplan to DEQ and EPA describing the nature of the project and the work practices and engineering controls to be used to prevent emissions of amphibole asbestos. EPA and DEQ will coordinate to determine the appropriate level of government oversight and will notify the Owner which agency will be conducting oversight of the project. The Owner must receive written approval from DEQ and EPA prior to beginning a project that will disturb the cap. In the event of any action or occurrence on or relating to the Property that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment prevents Owner from complying with the requirements of this paragraph, Owner shall notify EPA and DEQ of the situation and any responsive actions simultaneously with the identification of the emergency and determination of need for immediate action.
- b. Existing Asbestos Regulations – The federal government and the State of Utah have regulations regarding asbestos worker certification and asbestos work practices. These rules generally apply to "asbestos containing material" (ACM) which means any material containing more than one percent asbestos, according to the definition set forth in the

regulations. Owner must address all releases of amphibole asbestos, even those below a 1% concentration. Any activity at the Property which impacts the cap should be conducted, at a minimum, in compliance with the regulations. The Owner shall notify the Utah Division of Air Quality Asbestos Program of any asbestos-related work practices.

- c. Worker Health and Safety – The U.S. Occupational Safety and Health Administration (OSHA) has regulations for workers exposed to asbestos, including permissible exposure limits (PELs), employee notification, monitoring methods, etc. The OSHA regulations state that the employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter of air as an eight (8)-hour time-weighted average (TWA) as determined by the method prescribed in the regulations. Any activity at the Site which triggers the OSHA regulations should be conducted in compliance with the regulations. Soils at the Site which contain detectable amphibole asbestos at trace levels less than 0.2 percent could generate airborne concentrations of amphibole asbestos that are potentially hazardous when disturbed. Owner is required to keep worker exposures to amphibole asbestos at the Site to an absolute minimum, even if the OSHA regulations are not triggered. This includes requiring respiratory protection, employee training, engineering controls (e.g., wetting or containment), air monitoring, etc., if soils below a cap are to be disturbed, unless Owner can show, using EPA-approved amphibole asbestos analytical methods, that the soils are non-detect for such asbestos.
- d. Receptors near the Site – Owner must take steps to ensure that persons near the Site are not exposed to amphibole asbestos during any activity that disturbs the cap. Any workplan for a proposed project should describe how this will be accomplished with activities including, but not limited to, engineering controls, EPA-approved amphibole asbestos analytical methods, air monitoring, and restricting access to the Site.
- e. Decontamination – The workplan should describe decontamination procedures and adequately delineate workzones and decontamination zones for any proposed project. Decontamination must be considered for workers, equipment, vehicles, or any other thing that enters into the work zone. The workplan should also address the collection and disposal of decontamination water.

- f. **Handling, Transport, and Disposal** – Any activity that may possibly disturb the amphibole asbestos that remains underneath the cap must not re-contaminate the ground surface or nearby buildings. Procedures must be established and described in the workplan for preventing emissions from any amphibole asbestos-contaminated soils as they are excavated and transported for disposal. Contaminated soils, clothing, and other amphibole asbestos-contaminated waste should be containerized and treated as ACM. The materials should be transported to, and disposed of, as ACM at a landfill permitted to receive ACM.
- g. **Experienced Workers** – Any activity that will disturb the cap must be conducted by workers experienced with outdoor asbestos cleanups, preferably workers experienced in cleaning up amphibole asbestos contamination. Depending on the scope of the proposed project, utilizing inexperienced workers may be a cause for rejecting the workplan.
- h. Owner shall pay DEQ for oversight and review in accordance with DEQ's fee schedule.

6. **Running with the Land.** This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to Utah Code Ann. § 57-25-105, subject to amendment or termination as set forth herein.

7. **Compliance Enforcement.** Compliance with this Environmental Covenant may be enforced pursuant to Utah Code Ann. § 57-25-111. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the DEQ or EPA from exercising any authority under applicable law. This Environmental Covenant may also be enforced by EPA pursuant the Administrative Order on Consent for Removal Action between EPA and Owner dated July, 2004 and pursuant to 42 U.S.C. Section 101 et seq.

8. **Rights of Access.** Owner hereby grants to the DEQ and EPA, their respective agents, contractors, and employees, a right of access to the Property for implementation or enforcement of this Environmental Covenant. DEQ and EPA recognize that the Property contains very high voltage equipment and other hazards, including an electrical substation or other electrical infrastructure. DEQ and EPA shall coordinate with Owner before entering any buildings or other restricted areas containing such electrical equipment on the Property, unless there is an emergency requiring

immediate action by DEQ or EPA. Owner shall provide health and safety assistance to DEQ and EPA without charge.

9. Compliance Reporting. Upon request, Owner shall submit to the DEQ and EPA written verification of compliance with the activity and use limitations contained herein. In addition, Owner shall submit a status report on the condition of the cap to DEQ and EPA annually. If the Owner fails to do so, the DEQ and/or EPA may inspect and prepare a status report and recover its costs from the Owner.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED JANUARY 28, 2008, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE COUNTY RECORDER ON FEBRUARY 7, 2008, IN [DOCUMENT _____, or BOOK____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Owner shall prevent the release of amphibole asbestos from underneath soil caps and impermeable surfaces at the site. The property is currently covered with a mixture of asphalt paved surface, cement surfaces and soil covers that is preventing emissions of amphibole asbestos from the Site. In areas where cleanup work has already been performed, there are both vertical and horizontal orange plastic barriers below the soil cap indicating potential areas of contamination. In other areas, there are no such warning devices. These covers, surfaces (the "cap") and warning devices must be maintained in good condition. If the cap deteriorates in such a manner that amphibole asbestos might be released, then Owner must repair the warning devices and the cap.

If the cap must be disturbed for any reason, Owner must protect workers, protect nearby receptors, and protect the removal action remedy by not introducing amphibole asbestos contamination into clean areas. The Owner must comply with the following:

- a. *Notification and Written Workplan - The Owner must notify DEQ and EPA in advance regarding any project which will disturb the cap. The Owner must submit a written workplan to DEQ and EPA describing the nature of the project and the work practices and engineering controls to be used to prevent emissions of amphibole*

asbestos. EPA and DEQ will coordinate to determine the appropriate level of government oversight and will notify the Owner which agency will be conducting oversight of the project. The Owner must receive written approval from DEQ and EPA prior to beginning a project that will disturb the cap. In the event of any action or occurrence on or relating to the Property that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment prevents Owner from complying with the requirements of this paragraph, Owner shall notify EPA and DEQ of the situation and any responsive actions simultaneously with the identification of the emergency and determination of need for immediate action.

- b. Existing Asbestos Regulations – The federal government and the State of Utah have regulations regarding asbestos worker certification and asbestos work practices. These rules generally apply to "asbestos containing material" (ACM) which means any material containing more than one percent asbestos, according to the definition set forth in the regulations. Owner must address all releases of amphibole asbestos, even those below a 1% concentration. Any activity at the Property which impacts the cap should be conducted, at a minimum, in compliance with the regulations. The Owner shall notify the Utah Division of Air Quality Asbestos Program of any asbestos-related work practices.*
- c. Worker Health and Safety – The U.S. Occupational Safety and Health Administration (OSHA) has regulations for workers exposed to asbestos, including permissible exposure limits (PELs), employee notification, monitoring methods, etc. The OSHA regulations state that the employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter of air as an eight (8)-hour time-weighted average (TWA) as determined by the method prescribed in the regulations. Any activity at the Site which triggers the OSHA regulations should be conducted in compliance with the regulations. Soils at the Site which contain detectable amphibole asbestos at trace levels less than 0.2 percent could generate airborne concentrations of amphibole asbestos that are potentially hazardous when disturbed. Owner is required to keep worker exposures to amphibole asbestos at the Site to an absolute minimum, even if the OSHA regulations are not triggered. This includes requiring respiratory protection, employee training, engineering controls (e.g., wetting or containment), air monitoring, etc., if soils below a cap are to be disturbed, unless Owner can*

show, using EPA-approved amphibole asbestos analytical methods, that the soils are non-detect for such asbestos.

- d. Receptors near the Site – Owner must take steps to ensure that persons near the Site are not be exposed to amphibole asbestos during any activity that disturbs the cap. Any workplan for a proposed project should describe how this will be accomplished with activities including, but not limited to, engineering controls, EPA-approved amphibole asbestos analytical methods, air monitoring, and restricting access to the Site.*
- e. Decontamination – The workplan should describe decontamination procedures and adequately delineate workzones and decontamination zones for any proposed project. Decontamination must be considered for workers, equipment, vehicles, or any other thing that enters into the work zone. The workplan should also address the collection and disposal of decontamination water.*
- f. Handling, Transport, and Disposal – Any activity that may possibly disturb the amphibole asbestos that remains underneath the cap must not re-contaminate the ground surface or nearby buildings. Procedures must be established and described in the workplan for preventing emissions from any amphibole asbestos-contaminated soils as they are excavated and transported for disposal. Contaminated soils, clothing, and other amphibole asbestos-contaminated waste should be containerized and treated as ACM. The materials should be transported to, and disposed of, as ACM at a landfill permitted to receive ACM.*
- g. Experienced Workers – Any activity that will disturb the cap must be conducted by workers experienced with outdoor asbestos cleanups, preferably workers experienced in cleaning up amphibole asbestos contamination. Depending on the scope of the proposed project, utilizing inexperienced workers may be a cause for rejecting the workplan.*
- h. Owner shall pay DEQ for oversight and review in accordance with DEQ's fee schedule.*

Owner shall notify the DEQ and EPA within 20 days after any conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an un-surveyed plat that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds title to the Property;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;

12. Amendment or Termination. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by all of the following: the Owner or Transferree, EPA and DEQ, pursuant to Utah Code Ann. § 57-25-110 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner shall file such instrument for recording with the Salt Lake County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to DEQ.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner[s] shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Salt Lake County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to DEQ, EPA and the Salt Lake City Mayor's Office.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner, EPA or DEQ, any document or communication required by this Environmental Covenant shall be submitted to:

DEQ

Project Manager, Vermiculite Intermountain Site
Division of Environmental Response and Remediation
Utah Department of Environmental Quality
P.O. Box 144840
Salt Lake City, Utah 84114-4840

EPA

Regional Institutional Control Coordinator, EPR-SR
U.S. EPA
1595 Wynkoop Street
Denver, CO 80202

Owner

Rocky Mountain Power
Attn: Real Estate Services
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

With a copy to:

Rocky Mountain Power
Attn: Legal Department
201 South Main Street, Suite 2300

Salt Lake City, UT 84111

The undersigned representative of Owner represents and certifies that s(he) is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

PacifiCorp dba Rocky Mountain Power

By *Paul Radakovich*
Paul Radakovich
Vice president, T&D Operations
Rocky Mountain Power

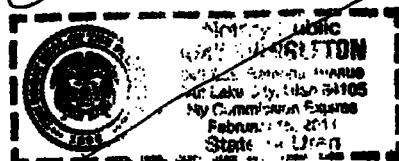
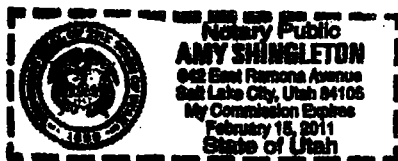
8-14-07
Date

State of Utah)
County of Salt Lake) ss:

Paul Radakovich Before me, a notary public, in and for said county and state, personally appeared a duly authorized representative of PacifiCorp, an Oregon corporation doing business as Rocky Mountain Power, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of PacifiCorp.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 14 day of August, 2007.

Amy Shingleton
Notary Public



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Michael T. Risner

Michael T. Risner, Director
Legal Enforcement Program

12/13/07
Date

Sharon L. Kercher

Sharon L. Kercher, Director
Technical Enforcement Program

13 December 2007
Date

State of Colorado)
) ss:
County of Denver)

Before me, a notary public, in and for said county and state, personally appeared Michael T. Risner and Sharon L. Kercher, Directors respectively of Legal Enforcement and Technical Enforcement at the United States Environmental Protection Agency, who acknowledged to me that they did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 13 day of December, 2007.

Jaqueline Easley
Notary Public

Commission Exp 9/30/2011



Utah Department of Environmental Quality

By Brad T. Johnson

JANUARY 28, 2008
Date

BRAD T. JOHNSON, DIVISION DIRECTOR
Name and Title

State of Utah)
)
County of Salt Lake) ss:

Before me, a notary public, in and for said county and state, personally appeared Brad T. Johnson, an authorized representative of the Department of Environmental Quality, who acknowledged to me that s/he did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 28 day of Jan, 2008.

Jennifer Burge
Notary Public

This instrument prepared by:

Chapman and Cutler, LP
201 South Main Street, Suite 2000
Salt Lake City, UT 84111

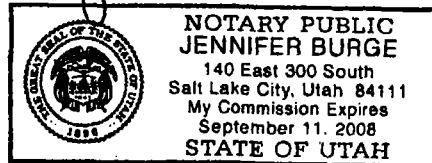
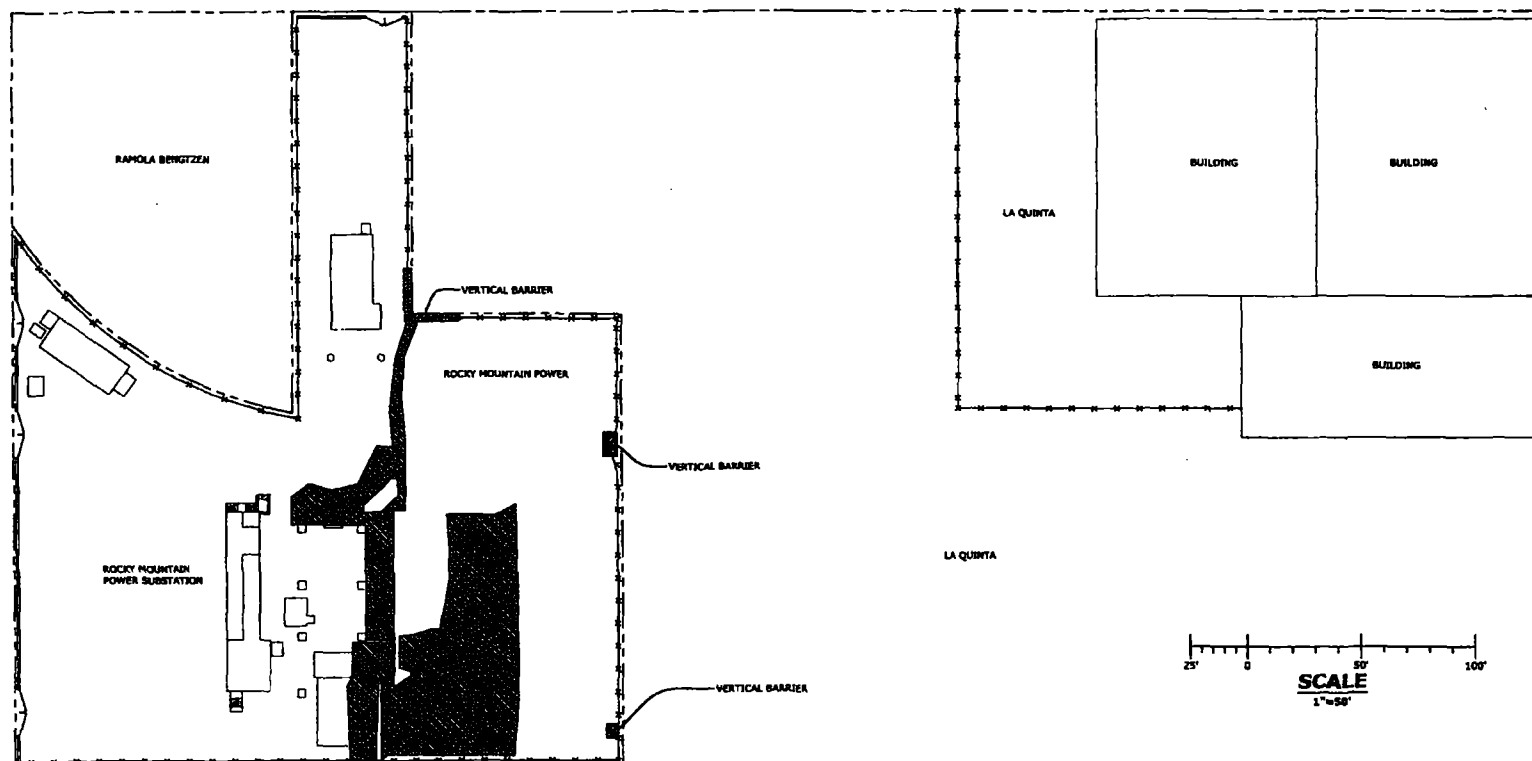


EXHIBIT A



LEGEND

- PROPERTY BOUNDARY
- AREA COVERED WITH BARRIER

REV: 0	DATE: 06/21/07	PREP: M. EMETT	3RD WEST SUBSTATION SALT LAKE CITY, UT REMEDATION PROJECT LOCATION DRAWING	
PROJECT: 7010	DES: M. EMETT			
PREPARED FOR: PACIFICORP	CHK: T. HENRIE			
EEC		SCALE: 1"=50'	DWG NAME: 701001.DWG	SHEET: 1 OF 1

EXHIBIT B

Parcel A (Parcel ID No. 15011290020000)

Legal Description -

BEG N 89°58'22" E 123.75 FT FR NW COR LOT 5, BLK 66, PLAT A, SLC SURVEY; S 0°02'07" E 165.0 FT; N 89°58'22" E 24.75 FT; S 0°02'07" E 33.0 FT; S 89°58'22" W 148.5 FT; S 0°02'07" E 132.0 FT; N 89°58'22" E 161.5 FT; N 0°02'07" W 34.06 FT; N 89°58'22" E 5.81 FT; N 0°02'07" W 75.97 FT; N 89°58'22" E 7.7 FT; N 0°02'07" W 220.04 FT; S 89°58'22" W 51.25 FT TO BEG 412-1

Parcel B (Parcel ID No. 15011290070000)

Legal Description -

BEG S 0°02'07" E 92.01 FT FR NW COR LOT 5, BLK 66, PLAT A, SLC SURVEY; S 0°02'07" E 106.03 FT; N 89°58'22" E 123.8 FT; N 0°02'07" W 21.63 FT; NW'LY ALG CURVE TO R 153.66 FT TO BEG. 0.147 AC

Parcel C (Parcel ID No. 15011290080000)

Legal Description -

COM 165 FT S & 123.75 FT E FR NW COR LOT 5 BLK 66 PLAT A SLC SUR E 24.75 FT S 33 FT W 24.75 FT N 33 FT TO BEG

Parcel D (Parcel ID No. 15011290230000)

Legal Description -

BEG N 89°58'22" E 10 FT & S 0°02'07" E 132.02 FT FR NW COR LOT 6, BLK 66, PLAT A, SLC SURVEY; S 0°02'07" E 88.02 FT; S 89°58'22" W 7.7 FT; S 0°02'07" E 75.97 FT; S 89°58'22" W 5.81 FT; S 0°02'07" E 34.06 FT; N 89°58'22" E 106.38 FT; N 0°25'13" W 198.05 FT; S 89°58'22" W 91.54 FT TO BEG. 0.443 AC